

# 24 Hour Residential Emergency Locate

## Release and Waiver Liability

Ticket #: \_\_\_\_\_ Date: \_\_\_\_\_ Start Date of Customer Project: \_\_\_\_\_

Account Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Physical Address: \_\_\_\_\_

### UTILITIES TO BE LOCATED:

\_\_\_\_ Residential Customer-owned electric lines beyond the meter

\_\_\_\_ Residential Customer water line beyond the water shut-off to the meter

### COST/CONDITIONS:

- Emergency Residential Locate is less than 24 hours from the start date of the customer project.
- GRPU will locate private utilities for a customer with a Gopher State One Call ticket up to one half hour. After one-half hour additional fees will incur in one half hour increments. Customer must make direct arrangements with GRPU before scheduled locate date.
- Locating charges are included in the Ancillary Fee Schedule which is located on GRPU website at <https://cityofgrandrapidsmn.com/utilities/page/billing-rates> or a copy can be requested by calling GRPU office at 218.326.7024
- No plastic pipe will be located without tracer wire.
- No well water lines will be located – GRPU water customer service lines only.
- Customer will make arrangements with GRPU to provide entry to the home, if needed.
- Cost of locating fees will be added to customer account monthly statement.

Initial Fee: \$ \_\_\_\_\_ Additional Fee: \$ \_\_\_\_\_ Total: \$ \_\_\_\_\_

### Customer Acknowledgments.

The undersigned customer(s) represent and warrant to Grand Rapids Public Utilities Commission (“GRPUC”) that they are all of the owners of the real property (“**Property**”) where the locating service(s) noted above (“**Locating Services**”) will occur and are signing this *Release and Waiver of Liability* on their own behalf and on behalf of their heirs, successor, assigns, and legal representatives (collectively, “**Customer**”). Customer acknowledges that GRPUC would not provide the Locating Services without Customer agreeing to this *Release and Waiver of Liability*. Therefore, Customer agrees that GRPUC’s provision of the Locating Services is good and valuable consideration for Customer agreeing to this *Release and Waiver of Liability*.

### Limitation of Liability; Assumption of Risk.

Customer understands and agrees that GRPUC will provide the Locating Services in good faith and to the best of GRPUC’s ability for the duration of said ticket number issued by Gopher State One Call. Customer understands and agrees that due to the limited duration of the Locating Services and the variable conditions that may exist on the Property: (1) GRPUC EXPRESSLY EXCLUDES ANY AND ALL WARRANTIES, GUARANTIES, OR REPRESENTATIONS WHATEVER, EXPRESSED OR IMPLIED, RELATED TO THE LOCATING SERVICES; (2) Customer assumes the risk for results obtained from the Locating Services, including all risks affiliated with Customer digging on the Property in reliance on the Locating Services; and (3) GRPUC’s liability to Customer is limited to any fees paid by Customer to GRPUC for the Locating Services.

### Exculpatory Release; Indemnification.

Exculpatory Release. Customer hereby exculpates and releases the Released Parties from Claims by Customer against the Released Parties for Harm sustained by Customer related to or arising out of GRPUC’s provision of the Locating Services, even if caused by the Released Parties’ own negligence. This exculpatory release does not cover Claims by Customer against the Released Parties for Harm sustained by Customer caused by the Released Parties’ greater-than-ordinary negligence (for example, gross negligence) or intentional, willful, or wanton acts or omissions.

Indemnification. Customer agrees to defend, indemnify, and hold harmless the Released Parties from Claims by third parties against the Released Parties for Harm sustained by the third party related to or arising out GRPUC's provision of the Locating Services, even if caused by the Released Parties' own negligence. This indemnity clause does not cover Claims by third parties against the Released Parties for Harm sustained by third parties caused by the Released Parties' greater-than-ordinary negligence (for example, gross negligence) or intentional, willful, or wanton acts or omissions.

**"Released Parties"** means GRPUC and its affiliates, predecessors, successors, assigns, commissioners, members, administrators, officers, employees, insurers, agents, and representatives.

**"Claims"** means any and all claims, including but not limited to demands, lawsuits, and administrative complaints or charges, seeking relief of any kind, including but not limited to damages of any kind, equitable relief of any kind, attorney's fees, costs, disbursements, and expenses.

**"Harm"** means any and all losses, including but not limited to property damage, property loss, property theft, income loss, medical and other expenses, personal injury, personal illness, and death.

**I/WE HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I/WE AM/ARE AWARE THAT THIS RELEASE AND WAIVER OF LIABILITY INCLUDES INDEMNITY OBLIGATIONS AND A WAIVER AND RELEASE OF LIABILITY FOR THE BENEFIT OF GRPUC AND I/WE HEREBY SIGN THIS DOCUMENT OF MY/OUR FREE WILL.**

Executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Customer(s) Printed Name:** \_\_\_\_\_

**Customer(s) Signature:** \_\_\_\_\_

**GRPU**

**Locator Signature:** \_\_\_\_\_